

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1	PAGES 87
2. CONTRACT NUMBER		3. SOLICITATION NUMBER Indonesia-06-018		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08-31-2006
6. REQUISITION/PURCHASE NUMBER MAARD-497-022-06-080		7. ISSUED BY USAID/Indonesia Office of Procurement American Embassy Jakarta Unit 8135 USAID FPO AP 96520-8135		8. ADDRESS OFFER TO (If other than Item 7) USAID/Indonesia Office of Procurement American Embassy Jakarta Jl. Medan Merdeka Selatan 3-5 Jakarta 10110 Indonesia		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (Please see Block 8) until 03:00 P.M. local time October 17, 2006
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME William E. Reynolds		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.		C. E-MAIL ADDRESS rfp06_018@usaid.gov

11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	Cover	X	I	CONTRACT CLAUSES	I-1
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	C-1	X	J	LIST OF ATTACHMENTS	J-1
X	D	PACKAGING AND MARKING	D-1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	E-1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K-1
X	F	DELIVERIES OR PERFORMANCE	F-1				
X	G	CONTRACT ADMINISTRATION DATA	G-1	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	L-1
X	H	SPECIAL CONTRACT REQUIREMENTS	H-1	X	M	EVALUATION FACTORS FOR AWARD	M-1

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 1 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY USAID/Indonesia Office of Financial Management American Embassy Jakarta Unit 8135 USAID FPO AP 96520-8135	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents

Page

PART I - THE SCHEDULE.....	B-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PURPOSE	B-1
B.2 CONTRACT TYPE	B-1
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	B-1
B.4 PRICE SCHEDULE.....	B-1
B.5 COST REIMBURSABLE.....	B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	C-1
C.1 STATEMENT OF WORK.....	C-1
SECTION D - PACKAGING AND MARKING.....	D-1
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	D-1
SECTION E - INSPECTION AND ACCEPTANCE.....	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 INSPECTION AND ACCEPTANCE	E-1
SECTION F - DELIVERIES OR PERFORMANCE.....	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 DELIVERY SCHEDULE	F-1
F.3 PERIOD OF PERFORMANCE	F-1
F.4 PERFORMANCE STANDARDS.....	F-1
F.5 REPORTS AND DELIVERABLES OR OUTPUTS	F-1
F.6 PROGRESS REPORTING REQUIREMENTS	F-2
F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI.....	F-2
SECTION G - CONTRACT ADMINISTRATION DATA.....	G-1
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	G-1
G.2 ADMINISTRATIVE CONTRACTING OFFICE	G-2
G.3 CONTRACTING OFFICER AUTHORITY	G-3
G.4 COGNIZANT TECHNICAL OFFICER (CTO).....	G-3
G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	G-3
G.6 PAYING OFFICE.....	G-5
G.7 ACCOUNTING AND APPROPRIATION DATA	G-5
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	H-1
H.2 GRANTS UNDER CONTRACT	H-1
H.3 AIDAR 752.27 PERSONNEL (DEC 1990)	H-2
H.4 PERSONNEL COMPENSATION	H-3
H.5 EMPLOYMENT COST OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS.....	H-5
H.6 AIDAR 752.225-70 SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS (FEB 1997)	H-5
H.7 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)	H-6
H.8 INSURANCE AND SERVICES	H-7
H.9 AUTHORIZED GEOGRAPHIC CODE	H-7
H.10 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	H-7
H.11 LOGISTIC SUPPORT	H-7

H.12 LANGUAGE REQUIREMENTS.....	H-8
H.13 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT.....	H-8
H.14 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)	H-8
H.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCE.....	H-8
H.16 REPORTING OF FOREIGN TAXES	H-9
H.17 USAID DISABILITY POLICY – ACQUISITION (DECEMBER 2004).....	H-9

PART II - CONTRACT CLAUSES I-1

SECTION I - CONTRACT CLAUSES..... I-1

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005).....	I-3
I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004).....	I-5
I.4 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002).....	I-7
I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-11
I.6 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990).....	I-11
I.7 COMMUNICATIONS PRODUCTS (OCT 1994).....	I-11
I.8 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCTOBER 1998)	I-11
I.9 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	I-11

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS..... J-1

SECTION J - LIST OF ATTACHMENTS J-1

PART IV - REPRESENTATIONS AND INSTRUCTIONS..... K-1

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..... K-1

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	K-1
K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).....	K-1
K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY	K-2
K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS.....	K-2
K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	K-2
K.6 SIGNATURE	K-3

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS..... L-1

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-1
L.2 52.216-1 TYPE OF CONTRACT (APR 1984).....	L-1
L.3 52.233-2 SERVICE OF PROTEST (AUG 1996).....	L-1
L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	L-2
L.5 GENERAL INSTRUCTIONS TO OFFERORS	L-2
L.6 DELIVERY INSTRUCTIONS	L-3

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	L-4
L.8 INSTRUCTIONS REGARDING KEY PERSONNEL.....	L-5
L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL	L-6

SECTION M - EVALUATION FACTORS FOR AWARD..... M-1

M.1 COMPLIANCE WITH CONGRESSIONAL DIRECTIVE	M-1
M.2 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	M-1
M.3 EVALUATION FACTORS FOR CONTRACT AWARD.....	M-1
M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD	M-2
M.5 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES	M-3
M.6 SOURCE SELECTION.....	M-3

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS	1-1
---	-----

ATTACHMENT 2 1-2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET	1-2
---	-----

ATTACHMENT 3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES	1-5
--	-----

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA.....	1-9
--	-----

ATTACHMENT 5

ANNEXES – BACKGROUND TO THE STATEMENT OF WORK	1-9
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ATTACHMENT 6

CONGRESSIONAL DIRECTIVES	1-9
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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to procure necessary technical services and related resources to implement cohesive and comprehensive conservation support activities for key, strategically selected orangutan populations – on both Sumatra and Kalimantan. The required services will be under the USAID/Indonesia Higher Quality Basic Human Services Program (the “Program”). This contract is expected to result in 1) demonstrated reduction in the level of threat to the selected orangutan populations. Interventions shall be tailored to site-specific circumstances, and site-specific indicators illustrating threat reduction shall be proposed by the Offeror; and 2) for each program site, a strategy and action plan for orangutan conservation that has explicit agreement among the major stakeholders as well as a broader constituency.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost plus fixed fee, if any, is \$_____.
- (b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$_____. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through the contract completion date.

B.4 COST/PRICE SCHEDULE

[to be completed upon award of contract]

B.5 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.6 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/
	%	3/	3/	3/

1/ Base of Application:
Type of Rate:
Period:

2/ Base of Application:
Type of Rate:
Period:

3/ Base of Application:
Type of Rate:
Period:

B.7 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

(1) Reimbursement for allowable indirect costs shall be at final negotiated final rates but not in excess of the following ceiling rates:

Description	Rate	Base	Period
	%	1/	1/
	%	2/	2/
	%	3/	3/

1/ Base of Application:
Period:

2/ Base of Application:
Period:

3/ Base of Application:
Period:

- (2) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.
- (2) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract.
- (3) This understanding shall not change any monetary ceiling, obligation, cost limitation, or obligation established in the contract.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**USAID/INDONESIA****ORANGUTAN CONSERVATION SERVICES PROGRAM:
MAINTAINING VIABLE POPULATIONS IN THE WILD****STATEMENT OF WORK****I. INTRODUCTION****A. Summary**

USAID/Indonesia is competitively soliciting interest from qualified Offerors to provide multi-level, cross-sector technical services and related resources necessary to safeguard currently viable wild orangutan populations in Indonesia. The duration of the resultant award shall not exceed September 30, 2009.

B. Objective

The orangutan conservation support program is a crisis response program that aims to maximize protection and long-term survival of viable orangutan populations in the wild. The program will work to arrest, reduce or possibility eliminate the threats to orangutans as well as address the major drivers behind those threats. The main drivers of orangutan habitat loss and population decline include forest conversion and logging which are the consequences of poor land use decisions that followed in the push toward decentralization in Indonesia.

C. Importance to Foreign Policy Goals

Increasing investment in the sustainable management of Indonesia's natural resources is essential for achieving the US foreign policy goals of investing in people, economic growth, peace and security, and democracy and governance. Past mismanagement, corruption, and inequality in natural resources sectors have marginalized and alienated millions of people, at once destroying opportunities for economic growth, fanning social conflict. Unless there is sound governance of Indonesia's natural resources, progress towards stability will be jeopardized.

D. Conservation Status of Orangutans

The conservation status of orangutan populations on the islands of Sumatra (*Pongo abelii*) and Kalimantan (*Pongo pygmaeus*) has reached a crisis point. While the viability of both species is at risk, the status of the orangutans on Sumatra is now considered "critically endangered," meaning there is an extremely high risk of extinction in the immediate future. Some estimates suggest the orangutan population numbers on Sumatra to be about 7,000 but declining at a rate of 1,000 per year. Estimated orangutan populations on Kalimantan may be 43,000 or more; however, most are becoming increasingly isolated in smaller groups due to habitat loss. Based on 2001 World Bank projections, all lowland rainforests of Kalimantan, with the exception of peat swamp forests, will disappear by 2010. More recent satellite images of change in forest cover support this prediction. Thus those groups of orangutan that remain in isolated pockets of forest may be too small and fragmented to ensure the long-term survival of the species.

The major threat to orangutans is the loss of habitat due to human pressures, such as illegal logging and large scale land conversion to establish plantations and settlements. Unlike many other poor or tropical forested countries, the demands of rural populations for agricultural lands or forest resources are not driving these land-use changes in Indonesia. The major drivers behind these changes are national or local government decisions, inadequate long-term planning, and failure to enforce existing environmental laws. Previously, the central government maintained command over regional affairs, including natural resource and protected management, however, with the collapse of the Suharto regime in 1998, devolution of authority has transferred to the local or regional level. Lower levels of government were ill-prepared to assume this new responsibility and many institutions were technically and financially incapable of supporting natural resource and protected area management. Decentralization has created perverse incentives that further accelerate environmental degradation and land conversion as rural districts were now expected to generate their own revenues. Increasingly they have been forced to turn to exploitation of forests and promoting large-scale oil palm plantations. The result has been the virtual collapse of conservation and accelerated rates of deforestation due to large-scale conversion to agricultural plantations, destructive forestry practices, illegal logging and mining, and the creation of road networks through large areas of tropical rainforest. Critical orangutan habitat has been lost, population sizes have declined, and the fragmented forests that remain are becoming increasingly isolated. Current trends suggest that only those animals currently living within areas of sufficient size and habitat quality, that supports sufficient numbers (defined by population biologists as “viable populations”), and afford a level of protection and support by the responsible authority, are likely to survive.

Poaching for the wildlife trade also occurs although this often related to opportunistic hunting while loggers are clearing the forest. At the same time, orangutans possess life history characteristics which make their conservation difficult. Specifically, their slow reproductive rates, large range requirements, and the current levels of habitat loss and forest fragmentation that disrupt dispersal and distribution patterns have made the wild populations extremely vulnerable to extinction. The ability of the species to rebound from even a modest decline in numbers is severely limited because orangutans breed more slowly than other primates. The females produce a single offspring on average once every 7-10 years depending on habitat quality and prolonged droughts, fires, and other factors that decrease food availability may result in longer inter-birth intervals. Critical orangutan habitat has been lost, population sizes have declined, and the fragmented forests that remain are becoming increasingly isolated.

II. STATEMENT OF WORK

A. Expected Results

The purpose of this Request for Proposals is to execute an award for the procurement of technical services and related resources necessary to implement cohesive and comprehensive conservation support activities for key, strategically selected orangutan populations – on both Sumatra and Kalimantan. This contract is expected to result in 1) demonstrated reduction in the level of threat to the selected orangutan populations. Interventions shall be tailored to site-specific circumstances, and site-specific indicators illustrating threat reduction shall be proposed

by the Offeror; 2) for each program site, a strategy and action plan for orangutan conservation that has explicit agreement among the major stakeholders as well as a broader constituency. The strategies will be developed through the establishment of sustainable multi-stakeholder fora that will work to build momentum and a greater constituency to support orangutan conservation following the end of project; 3) network(s) established to support improved information sharing, co-management, law enforcement and other aspects of conservation efforts at program sites; and 4) sustainable financing schemes in place for long-term orangutan conservation at program sites.

B. Site Selection

Limited financial resources dictate that USAID's orangutan conservation activities be targeted to areas where orangutans still have viable populations and a chance for future survival. Orangutan conservation sites selected will be those identified by the best available scientific information and population viability analyses to represent a genetically viable population or group. Although many areas across Indonesia currently maintain significant numbers of animals and substantial area of critical orangutan habitat, sites must demonstrate a substantial presence and tenure of the conservation organization or authority to work at the site, and a demonstration of local and political support, to be considered. Offerors must also demonstrate compliance with Congressional directives in this respect (see Annex).

Offerors shall prioritize key populations and their corresponding habitat areas in their proposals as well as include an initial threat analysis for each proposed target population using readily available data. One population will include habitat in Tanjung Puting National Park. Population(s) in Sumatra will be proposed by the Offeror. Specifying prioritized populations will enable the Contractor to more quickly design and implement targeted interventions following the Award, and will also serve as a tool for raising awareness during project implementation. To the maximum extent feasible, Offerors shall draw on existing site conservation plans developed by a relevant management authority or partner. Such plans may assist to identify the specific threats associated with decline in orangutan numbers such as isolation and demographic or social disruption, as well as key drivers behind habitat loss and destruction. Offerors shall propose sites based on the following criteria, and shall include analysis and justification explicitly addressed to each criterion.

1. Ability to sustain a viable population
 - a. Orangutan population size
 - b. Degree of threat
 - c. Size of habitat unit
 - d. Legal status of site-protection v. non-protection
2. Uniqueness (e.g., habitat type, habitat quality, overall biodiversity value, orangutan culture, etc.)
3. Likelihood of measurable impact within the project period
4. Political will
5. Stakeholder capacity
6. Opportunities to leverage the resources of others, including private sector, other USG Agencies, donors, NGOs and others

C. Multi-sector Support Services

The Contractor shall implement a results-based program incorporating two basic concepts: urgency and geographically focused interventions. This request for proposals is intended to provide the flexibility and intellectual freedom to stimulate creative problem solving and approaches to conservation and to address the critical nature of orangutan conservation in Indonesia. An Offeror's program approach must be results-oriented with clear objectives, include appropriately designed interventions to meet those objectives. The approach must include a support monitoring system to allow timely programmatic corrections as needed, such as to adapt to changing circumstances and opportunities. The approach must demonstrate the ability of the program to deliver rapid start-up and implementation.

This project will not support orangutan rehabilitation, re-introductions, or translocation efforts. This decision is based on the scientific guidance regarding the limited conservation value of rescue and rehabilitation of pet orangutans or those kept in close human contact, due to the threat of disease introduction into the wild populations, potential social disruption, and possible overcrowding that could result in resource depletion and accelerated population declines.

USAID seeks to safeguard current stronghold populations by reducing, mitigating, or removing current threats and influencing the major drivers of those threats at the site specific, as well as at the policy and institutional levels. Support services shall be tailored to each selected site and shall address the following four elements: 1) conservation management, 2) law enforcement, 3) partnership building, coordination and liaison; and 4) outreach. Offerors should describe how, given limited financial resources, they will apply appropriate levels of effort to each of the four components based on likelihood of success within the project period.

Conservation Management. The excellent work and analysis carried out by the international orangutan conservation and scientific community in 2004 makes clear that current numbers, area boundaries, or land status does not guarantee species survival. Without a concerted effort to address the major threats, at multiple levels, and to focus on strategic populations, it is highly probable that the wild populations may become so small, fragmented, and genetically isolated, that the few animals that remain will no longer represent truly viable populations. Previous USAID-supported efforts focused primarily on supporting protected area management and, more recently, on promoting alternative livelihoods among rural communities. While such types of activities are important to orangutan conservation, activities under this Award shall address threats at multiple levels, with a focus on strategic populations.

The services provided under this contract shall be directed to address macro-level drivers as well as localized threats. Offerors must propose appropriate levels of effort at the macro and local levels in order to achieve maximum impact given limited available resources. At the macro level, Offerors must describe their strategies for addressing issues such as land-use planning and policy, forestry impacts and practices, enforcement, and corruption. At the more localized level, the Offerors must describe how they will address threats such as agricultural encroachment, conflict over boundary disputes, land use planning and policy, hunting and illegal logging practices in protected areas and/or forest concessions as appropriate to the site. Boundless opportunities exist to partner with NGOs and communities to resolve issues related to ambiguous

property rights (including access and use) that will lead to vested interest in managing an area in a sustainable manner.

Opportunities also exist to leverage the expertise of the US Forest Service, which has a long-standing history of technical cooperation with the Indonesian Ministry of Forestry. The technical expertise of the USFS includes sustainable forestry practices, including reduced impact logging, best practices for road engineering, etc.; watershed management and monitoring; multiple use of both private and public forest lands; Incident Command System for disaster mitigation and other potential uses such as responding to illegal logging and wildlife trafficking; forest governance issues including transparency of information, collaborative forest management; protected area management and biodiversity conservation (such as wilderness planning, monitoring, restoration of degraded sites, recreation/nature tourism and wilderness education); promotion of forest health through managing invasive species and combating pests and diseases; forest monitoring (to address such issues as illegal logging, concessionaire performance, forest regeneration, carbon sequestration, fire impact and indices of forest health); enforcement of forestry laws; improved utilization of forest products, including non-timber products; policy issues including economics, trade, certification, international standards, etc.; and fire prevention, control, and ecological restoration. Offerors shall indicate how they might use program resources to link with or leverage US Forest Service expertise.

Law Enforcement. Among the most immediate and urgent threats to orangutans and their habitats are illegal logging, the illegal encroachment of agricultural/plantation development and settlements on parks and protected areas, and related corruption.

At the local level, community co-management systems can play an important role in patrolling and monitoring, training, park border demarcation and enforcement. Offerors must address how their proposed program will include communities residing in and around protected area boundaries as important partners in law enforcement.

At the national level, the Government of Indonesia has been increasing its law enforcement efforts. In 2005, President H. Susilo Bambang Yudhoyono issued a Presidential Instruction (Number 4) to eradicate illegal logging. The Ministry of Forestry identifies eradicating illegal logging as the first priority for the forest sector and has developed a ten-step program to reduce illegal logging. The Government of Indonesia is participating in the East Asia Forest Law Enforcement and Governance (FLEG) process. The passage of the Armed Forces Law is also a major step to limit off-budget activities of the Indonesian military, including logging. This momentum within the GOI provides opportunities for partnerships with the GOI to confront the rapid decline of orangutan habitat and populations. Offerors must address potential opportunities to effectively address law enforcement issues at the national level given resources available.

The U.S. Government also supports law enforcement programs and activities of the Indonesian Government. Offerors should consider potential opportunities to collaborate, for example, with the U.S. Department of Justice International Criminal Investigative Training Assistance Program (ICITAP). ICITAP supports the development of the operational and organizational capacity and competencies of the Indonesian National Police to provide institutionalized professional law enforcement services. Offerors should also address other opportunities that may exist to collaborate with USAID's technical assistance and training to judges and staff members of the

Supreme Court, the Constitutional Court, the Anti-Corruption Commission and the Attorney General's Office.

Partnership Building, Coordination and Liaison. The Contractor shall work to build momentum, greater support and a stronger constituency for orangutan conservation. Given the many challenges related to conserving viable populations of orangutans, no single organization can overcome them alone. Addressing the major drivers behind species extinction will require cohesive plans directed at multiple levels (international, national, provincial, and local). Threats to orangutans are often complex and extend beyond existing habitats. Therefore, partnerships must be built among government institutions, conservation organizations, communities, the private sector and concerned individuals.

The Contractor shall serve as a liaison and facilitator by helping to identify and link partner organizations or sectors or provide targeted technical support or training to enhance the conservation impact at the site level; help conservation organizations to seek new institutional arrangements and partners to help improve the conservation of wild orangutan populations; and help inform conservation policies and support enforcement efforts. Offerors must explain approaches and strategies to liaise and facilitate dialogue and actions from the field to the various levels in the government of Indonesia and should also explain how they will coordinate existing efforts as well as identify new partners to fill gaps. For each site, the Contractor shall develop a strategy and action plan for orangutan conservation that has explicit agreement among the major stakeholders as well as a broader constituency. The strategy will be developed through the establishment of a sustainable multi-stakeholder forum that will work to build momentum and a greater constituency to support orangutan conservation following the end of project.

The Contractor shall also leverage additional resources for conservation. Foundations, private companies, non-governmental organizations and other entities have become increasingly active in financing development efforts in Indonesia. Offerors must explain their approaches and strategies to leverage additional financial resources and to achieve sustainable financing for orangutan conservation.

Outreach. The Contractor shall engage in outreach activities as appropriate to achieve the contract results. Offerors must describe outreach approaches and strategies that can 1) be directly linked to desired behavior change among target audiences, and 2) will result in an increase in the level of financial and/or political support to the selected sites.

D. Illustrative Activities

Offerors must propose activities that are tailored to specific threats facing each of the proposed sites. The following activities are for illustrative purposes only.

- Provide conflict resolution services that could include:
 - Fostering conditions for open dialog and democratic processes for all stakeholders in establishing High Conservation Value Forest (HCVF) areas for orangutan habitats.
 - Facilitating demarcation of orangutan habitat and participatory approaches to deciding land uses and conservation management.

- Establishing response centers for serving complaints and reports regarding issues on orangutan habitat conservation.
- Develop a sustainable financing scheme that transfers payments for environmental services to include a private sector partner as a buyer of services.
- Community development related to alternative income and partnerships to enhance conservation and livelihoods to address immediate threats;
- Build capacity through training for law enforcement related to illegal logging, illegal trade, or other forest crimes, possibly in collaboration with the US Department of Justice Programs for police training.
- Promote and improve multi-stakeholder based patrol systems;
- Build the capacity of Indonesian custom officials, including liaising with the ASEAN Wildlife Enforcement Network and support Indonesia's National Task Force to the Network to reduce illegal trade in orangutans.
- Facilitate the exchange of best scientific and conservation information.
- Facilitate dialogue to identify common threats in order to assist in establishing a common front to issues as yet not addressed; for example, influencing the creation of new policies or advocating the implementation of existing policies for conservation.
- Establish new GOI partners that may include the Ministry of Finance, the Director General of Customs and Excise, the Attorney General's Office, the police and Aceh's Agency for Reconstruction and Rehabilitation (Badan Rekonstruksi dan Rehabilitasi, BRR).
- Establish new relationships with non-traditional partners, e.g., logger communities, police forces, legal entities, universities, the private sector and other professionals.
- Provide technical support services to key government offices based on need and demonstrated desire to achieve conservation.
- Organize and implement multi-media campaigns to raise awareness of the immediate threats to the targeted orangutan population while also linking orangutan survival to human well-being;
- Use celebrities, religious leaders, or other well-known personalities to promote conservation efforts; they may come from different levels: local, national as well as international.
- Produce resource materials, capture lessons learned, and document problem-solving approaches and success stories among implementing orangutan conservation groups and various cross-sectoral programs;
- Share best available scientific information to partners and decision makers aimed at improving awareness of orangutan habitat conservation issues.

E. Contract Results

The contractor shall be responsible for achieving the following results at each site:

- 1) Demonstrated reduction in the level of threat to the selected orangutan populations. Interventions shall be tailored to site-specific circumstances, and site-specific indicators illustrating threat reduction shall be proposed by the Offeror;
- 2) For each program site, a strategy and action plan for orangutan conservation that has explicit agreement among the major stakeholders as well as a broader constituency. The strategies will be developed through the establishment of sustainable multi-stakeholder fora that will

work to build momentum and a greater constituency to support orangutan conservation following the end of project;

- 3) Network(s) established to support improved information sharing, co-management, law enforcement and other aspects of conservation efforts at program sites; and
- 4) Sustainable financing schemes in place for long-term orangutan conservation at program sites.

F. Tasks and Deliverables

1. **Mobilization and Quick Start Activities** – The Contractor shall mobilize personnel and offices within 60 days of contract award. Offerors will identify quick start activities in the proposals that are high priority and can begin even while the workplan is being developed. Quick start activities may commence prior to workplan approval subject to prior Mission approval.

2. **Work Plan** – Due 30 days following contract Award. The workplan is subject to CTO approval. CTO review and approval will be completed approximately 20 days following submission of the workplan. Subsequently, the Contractor shall submit an annual work plan to the CTO for review and comment each year no later than one month prior to the anniversary date of the contract. The workplan shall include clear and concise language identifying the specific package of activities to be implemented for each of the targeted orangutan populations (in Sumatra and in Kalimantan). For each site, the workplan shall:

- Describe activities and corresponding levels of effort that address, as appropriate, the four key components of OCSP: a) conservation management, b) law enforcement c) partnership/constituent building, coordination and liaison, and d) outreach. Limited financial resources, coupled with complex problems, necessitate that the Contractor apply appropriate levels of effort to each of the four components as well as to the various levels of activity (ranging from field based to national) based on likelihood of success within the project period and available resources.
- Include a plan and timetable for developing strategies and action plans that are cross-cutting to the above four key components and toward which the Contractor shall jointly implement with major stakeholders to reduce key threats and conserve orangutan numbers.
- Propose criteria for the selection of sub-contract/grants in support of the improved conservation management of priority sites (See Task 5 below).

3. **Final Threat Analysis For Each Site**– no later than 30 days following Award.

4. **Performance Monitoring Plan** – Due no later than three months following Award. After review and comment by the CTO, the Contractor shall finalize the PMP. The Contractor shall submit a performance report annually to the CTO. These reports will be due o/a October 15 of each year together with the Annual Report.

5. **Implementation of Sub-contracts/Grants Program** – within six months of award. USAID recognizes the current site-based conservation efforts of numerous NGOs across

Indonesia and would like to further assist their conservation efforts through a subcontracts/grants program administered by the Contractor. Subcontracts/grants shall be directed towards the selected sites and shall address the specific threats identified in the threat analysis. The Contractor shall make every attempt to work with local partners that have proven know-how and experience to manage effective orangutan conservation in each location. The Contractor will provide no greater than \$3,250,000 over the life of the project for the sub-contract/grants program. The sub-contracts/grants will be provided to non-governmental organization (NGOs) which may include international, national or indigenous organizations. The CTO shall approve the selection and funding level of sub-contract/grant recipients. All grants should meet with ADS. 302.3.4.8: grants under contracts (04/06), and all sub-contracts should meet with FAR requirements.

6. **Strategies and Action Plans** – The Contractor shall prepare and submit to the CTO for review the strategies and action plans developed for each site with stakeholder buy-in according to the schedule for these deliverables set forth in the workplan.

7. **Quarterly Reports** – The Contractor shall prepare and submit to the CTO regular quarterly reports on OCSF activities, issues, constraints, progress toward goals, and achievements. Quarterly reports shall be submitted no later than two weeks following the end of each U.S. fiscal year quarter.

8. **Annual Reports** – Due no later than two weeks following the end of the U.S. fiscal year (October 15). The Contractor shall prepare and submit to CTO an Annual Report for each year of OCSF. The Annual Report is not intended to be a compilation of Quarterly Reports. Rather, the Annual Report should set out, in text and graphically, progress made to conserve orangutans and their habitats. It should draw on the PMP and provide a clear presentation of progress over the course of the year. The Annual Report shall provide an analysis of the status of orangutan populations and their habitats in program sites.

9. **Program Information Services** - The Contractor will be expected to create a variety of outreach platforms including e-mail distribution of newsletters, newspaper inserts, and webpages in collaboration with other implementing partners of the BHS strategic objective.

10. **Final Report** – The Contractor shall provide a draft final report to the USAID/Indonesia CTO for review within 30 days after the contract completion date. The report shall discuss all activities and achievement of the Contract Performance Objectives from the start of the project through its completion. Any comments on the draft report are to be made by the USAID/Indonesia CTO and provided to the Contractor within ten (10) days. The final report shall then be resubmitted in final to an agreed upon list of distribution.

III. GENDER

The Contractor shall ensure that activities are responsive to gender considerations, and seek to ensure in particular that the assistance provided and the results achieved are beneficial to women and girls. Appropriate indicators and key variables must be identified that will help determine

whether gender equity and inclusion of other marginalized groups is promoted, eroded, or unaffected by the program activities, or serve to identify constraints, increase our understanding the negative impact of such disparities with the goal of devising appropriate strategies to eventually attain equality and adequate representation.

IV. PROGRAM MANAGEMENT

USAID Management

Technical direction for the project will be provided by the USAID/Indonesia Cognizant Technical Officer (CTO), housed within the Water and Environment Office, Basic Human Services Team. The CTO will be responsible for monitoring the quality and effectiveness of the Contractor's performance by maintaining close contact with the Contractor's key personnel, the GOI and other key counterparts and by reviewing accomplishments against annual work plans. The CTO shall participate in periodic progress meetings with the Contractor's team. At frequent intervals, the Contractor will be requested to coordinate with and brief USAID on project activities and progress toward achieving performance targets and contract results. When required the Contractor shall deliver professional judgments to USAID about the effectiveness of personnel and partners employed under the project.

Conditions and Requirements of Performance

The Contractor is expected to utilize the services of qualified Indonesian firms as well as non-government organizations, professionals, and administrative and clerical staff to the greatest extent possible. When recruiting key long-term and short-term professionals, the Contractor will forward the names and resumes of qualified Indonesian, as well as expatriate, candidates to the USAID/Indonesia CTO for consideration and discussion. All key personnel must be approved by the USAID/Indonesia CTO. International travel authorization and approval of terms of reference for short-term personnel must be obtained from the CTO before travel or work commences.

Technical Directions

Technical directions during the performance of this project shall be provided by the USAID/Indonesia CTO.

V. LEVEL OF EFFORT

The contractor shall recruit and establish a team of experts and supporting staff to develop and implement the project and to manage its central and local elements including short-term consulting and coordination with other partners in the program. For those positions not designated as expatriate, USAID encourages the use of Indonesian professionals to the greatest extent possible. Where qualified Indonesian professionals are not available, the Contractor should consider building the capacity of senior Indonesian professionals to take over increasing levels of responsibility during the course of the project.

KEY PERSONNEL

1. Chief of Party (U.S. Citizen)

The Chief of Party (COP) will be based in Jakarta to enhance the opportunities to link more closely with other USAID/Indonesia Mission-sponsored programs, other USG-sponsored cross-sectoral activities, and GOI agencies and ministries on the urgent actions and partnerships needed to conserve orangutans. The COP will serve as the Institutional Liaison and will be responsible for chief administrative oversight for the program.

The **COP** will have the following minimum set of qualifications:

- a minimum of seven years of professional experience on fields related to the successful implementation of this program such as institutional development, law enforcement or natural resources management including experience working in developing countries.
- An advanced graduate degree in an appropriate field of study (see below).
- Strong leadership with skills in strategic planning, management, supervision and budgeting expertise.
- Ability to develop and communicate a common vision among diverse partners and the ability to lead multi-disciplinary teams.
- Strong communication skills, both interpersonal and written, to fulfill the diverse technical and managerial requirements of the contract.
- Fluency in English.
- Proficiency in Bahasa Indonesia and knowledge of Indonesian conservation issues is desirable, but not required.

The candidate must also have formal training in an appropriate discipline such as, but not limited to, institution strengthening, international relations, law enforcement, public policy, and natural resource management. The following are examples of the type of background information detailing the person's experience that may help to demonstrate effectiveness, experience, and technical expertise. These are not intended to be required nor is this considered to be an exhaustive list.

Institution strengthening and partnership building: experience in effective institution strengthening and partnership building at local and national levels, demonstrate effective liaison with government officials and policy makers; effectiveness in undertaking activities aimed at empowering communities and individuals, such as addressing land-tenure issues and organizing groups or communities; ability to conduct legal review and analysis; address issues of conflict mitigation and negotiation; design programs and activities to empower civil society; promote openness and transparency of government, legislative and enforcement agencies.

Law Enforcement : a background working on issues that help address the threats of illegal logging and corruption as it impacts sustainable forest management objectives and efforts to achieve sustainable development; and an understand the dynamics of natural resource and protected management programs.

Natural Resources Management: Experience understanding the complexity of natural resource management, the pressures and threats on sound management and creative approaches for conservation.

2. **Deputy Chief of Party** (Cooperating Country National = CCN)

The role of Deputy COP will be to serve as the Conservation Facilitator and will be responsible for oversight of conservation-related grants/subcontracts. The DCOP will have the following minimum set of qualifications:

- PhD and paid work experience in an appropriate scientific discipline such as, but not limited to, population biology, forest or landscape ecology, wildlife management.
- Solid leadership with skills in strategic planning, management, supervision and budgeting expertise.
- Ability to develop and communicate a common vision among diverse partners and the ability to lead multi-disciplinary teams.
- Strong communication skills, both interpersonal and written, to fulfill the diverse technical and managerial requirements of the contract.
- Fluency in English.
- Proficiency in Bahasa Indonesia and knowledge of Indonesian conservation issues is desirable, but not required.

The ideal candidate will have a research or wildlife management background dealing with large mammal populations and technical experience in the use of computer population and habitat viability analyses, and experience administering grants and facilitating cross-sectoral collaboration. The following are examples of the type of information on experience that may help to illustrate an appropriate background for this key position. These are not intended to be required nor is this considered to be an exhaustive list.

Applied conservation research: demonstrate a science-based approach to conservation through the design and completion of research with a real problem-solving focus in which results are integrated into on-the-ground policies or practices; illustrate a research program based on effective partnership and collaboration between academic and resource managers or policy makers; show effectiveness at technology transfer including transfer of skills through training or experience; demonstrate effectiveness at communicating complex scientific information to a lay audience and to policy makers; development of community-based fire management procedures and predictive models for forest fires, thereby providing a conceptual foundation for major governmental and non-governmental initiatives to monitor, prevent and combat fires.

Natural forest or protected area management: develop sustainable forest management practices; provide outreach technical training or extension work; provide technical input to contribute to policy formulation in forestry or other sectors that impact forests and land-use patterns; support efforts to protect biodiversity and natural resources while also enabling local inhabitants to participate in decision-making and derive tangible benefits from conservation; support innovative approaches to biodiversity conservation through site-specific activities in and around protected areas; to develop management practices, monitoring technologies and policies that hold the promise of diminishing threats over extensive areas.

Land-use planning or landscape ecology: demonstrate past performance to address conservation issues at a landscape level; contribute to efforts to scale-up site-based research or demonstration-level to a landscape- or commercial-level; supports testing, development and implementation of land use practices and policies that diminish deforestation and forest degradation, provide new and more sustainable sources of income, and empower local communities; promote large-scale land use monitoring and planning to shape the future of the entire regional landscape; developing local land use models that can be replicated on a larger scale, such as low-impact forestry.

3. **Sub-contract/Grant Manager (CCN)**

The Sub-contract/Grant Manager will be responsible for managing sub-contract/grant funds, including but not limited to: working with USAID to define the sub-contract/grant mechanisms, dissemination of funding opportunities, receiving proposals, setting up review panel and organize the review process, determining winners and award process, monitoring and evaluation.

4. **Regional Coordinators/Advisors (Expatriate)**

Two (2) Expatriate Regional Coordinators, to be located in Sumatra and Kalimantan. Minimum qualifications include:

- Master's level degree in an appropriate discipline such as, but not limited to, institution strengthening, international relations, law enforcement, public policy, and natural resource management;
- Work experience in an appropriate scientific discipline such as, but not limited to, population biology, forest or landscape ecology, wildlife management.
- Demonstrated management supervision and budgeting expertise;
- Ability to lead multi-disciplinary teams;
- Strong communication skills both interpersonal and written;
- Excellent knowledge of Indonesia-specific education and decentralization issues; and
- Fluent in English

5. **Other Staffing Considerations**

Short-term expatriate and local consultants – It is expected that the contractor will propose to hire sufficient short-term expatriate and local expertise in order to implement this project effectively.

Local staff – It is expected that the applicant will propose to hire sufficient local, professional and support staff based in Jakarta and regional offices in order to implement this project effectively.

V. **PROGRAM IMPLEMENTATION**

A. **Period of Performance**

The Contract is effective the date of signature with a completion date of September 30, 2009.

B. Central and Field Offices

The Contractor is encouraged to pursue possible economies that can be realized by sharing common central, Provincial and/or district office space with other USAID/BHS implementers.

Central Office. The Contractor will establish a central project office in Jakarta to carry out overall management of the contract activities, maintain close communications with USAID/Jakarta, the Government of Indonesia and other donors USAID implementing entities. This office will also provide all administrative and management support required by the Contractor for this project, including implementation of financial and accounting systems for personnel, commodity procurement, arranging for and supporting in-country training and comparison tours, processing of short-term consultants and provision of all travel and support for long- and short-term personnel.

Regional Offices. Regional offices will maintain relations with local government authorities at the provincial, district and sub-district levels, and with other local representatives of the U.S. Government as appropriate. These offices will provide all administrative, management and technical support for Contractor activities in the regional areas, including support to visiting Contractor staff and short-term consultants, local commodity procurement, and arranging for and supporting local training and exchange tours. These offices will take the lead in coordinating relationships with government offices in the province, and serve as a conduit for information and data flow to the central office. Regional Offices will function under the overall authority of the Chief of Party, with a Regional Coordinator present to exercise day-to-day management and direction.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING

Markings under this Contract shall comply with the USAID “Graphic Standards Manual” available at <http://www.usaid.gov/branding> or any successor branding policy.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at any location deemed appropriate by the Cognizant Technical Officer (CTO); or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION PLAN, INCLUDING PERFORMANCE STANDARDS

The Contractor shall submit a monitoring and evaluation plan (to include benchmarks, milestones, deliverable, results, performance indicators and standards, etc.), as stipulated by the CTO. The Monitoring and Evaluation Plan is subject to the approval of the CTO.

E.4 PERFORMANCE EVALUATION**(a) Contractor Performance Reports**

Evaluation of the Contractor's overall performance shall take place in accordance with FAR Subpart 42.15 and corresponding USAID procedures, and the Contractor's performance will be evaluated annually and at Contract completion, utilizing the performance standards set forth below.

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth herein shall be conducted jointly by the Cognizant Technical

Officer(CTO) and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this Contract. The factors to be assessed are:

- (1) Quality of Product or Service
 - (2) Cost Control
 - (3) Timeliness of Performance
 - (4) Business Relations
 - (5) Effectiveness of Key Personnel and Subcontractors
- (b) Final Completion Evaluations. The Contractor will receive an assessment of performance under the contract. All assessments will be carried out by the respective CTO under the overall direction of the respective CO and will be signed by both individuals. The Contractor shall have 30 days from the time of receipt from USAID to comment and/or rebut the assessments. The Agency has 15 days after receipt of the Contractor's comments or rebuttal to review and make a final determination.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

The deliverables under this Contract are considered to be achievements of the activities and results included in this Contract. All work under this Contract shall be completed as required under the Contract.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract will approximately be 3 (three) years from the award date stated in Block 28 of SF-33 (first page) through September 30, 2009.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Task and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

F.6 PROGRESS REPORTING REQUIREMENTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the deliverables or outputs set forth in Section C. to the CTO specified in Section G.

**F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION
TO PPC/CDIE/DI**

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.
- (1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- (2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts

involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
TITLE: _____
DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Procurement
US Agency for International Development
American Embassy Jakarta
Jl. Medan Merdeka Selatan No. 3-5
Jakarta 10110
Indonesia

G.3 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter, or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

G.4 COGNIZANT TECHNICAL OFFICER (CTO)

To assist in fulfilling the Contracting Officer's responsibilities to ensure compliance with the terms of the Contract and for safeguarding the interests of the United States in its relationship with the Contractor, the Contracting Officer will designate a Cognizant Technical Officer (CTO). This individual will be in a unique position to monitor how well the Contractor is progressing towards achieving the contract's purpose and will be responsible for providing technical liaison between the Contractor and the Contracting Officer, which is a critical role in ensuring good Contract performance. The Cognizant Technical Officer for this Contract will be designated in a formal letter by the Contracting Officer after award.

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) **Contractual Problems** - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in

any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.6 PAYING OFFICE

The paying office for this contract is set forth on the Cover Page, Block 25 of this contract.

G.7 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:
Operating Unit:
Strategic Objective:
Team/Division:
Benefiting Geo Area:
Object Class:
Amount Obligated:

[to be completed upon award of contract]

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	

H.2 GRANTS UNDER CONTRACT

The Contractor may be required to execute grants on behalf of USAID. [Note: Pursuant to ADS [the USAID Automated Directive System] 302.3.4.8 Grants Under Contracts (GUCs) Effective Date 04/20/2006, the appropriate approvals/clearances are required prior to utilizing the contractor to execute and administer grants under this contract. The Contractor may not proceed to award grants under this contract until so notified in writing by the Contracting Officer. The following requirements apply to any grant to be awarded by a Contractor under this contract:

- a. USAID shall significantly involve in the establishment of selection criteria and must approve the actual selection of grant recipients. Unless otherwise directed by the cognizant Contracting Officer, the CTO shall have authority to approve the grant recipient selection.
- b. USAID must ensure that the requirements that apply to USAID-executed grants will also apply to grants that a USAID contractor executes.
- c. USAID must retain in the contracting arrangement the ability to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- d. USAID does not authorize contractors to execute or administer cooperative agreements on USAID's behalf.

H.3 AIDAR 752.7027 PERSONNEL (DEC 1990)**PERSONNEL (DEC 1990)**

- (a) Clearance.
 - (1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.
 - (2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.
- (b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.
- (c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.
- (d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.
- (e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

[The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.]

- (f) Duration of Appointments.

- (1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:
 - (i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.
 - (ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.
 - (iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.
 - (iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.
 - (2) Services required for less than 1 year will be considered shortterm appointments and the employee will be considered a short-term employee.
- (g) Employment of Dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. He or she shall be entitled to salary for the time services are actually performed in the Cooperating Country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

H.4 PERSONNEL COMPENSATION

- (a) Limitations:
- (1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.
 - (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract as specified in AIDAR 731-205-6 "Compensation for personal services"
- (b) Salaries During Travel
- Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) not more than (TBD)1/____ the annual cost-of-living adjustment (COLA) received by Federal General Schedule may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations may be granted only with the advance written approval of the Contracting Officer.

1/ TBD: To be proposed by Offerors as part of the cost proposal.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary as specified in Sections whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Nonoverseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states

otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.5 EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS

- a. The following are unallowable costs for third country nationals (TCN's) and cooperating country nationals (CCN's) unless the Contracting Officer provides a written determination that such costs are allowable for specifically named individuals:
 - 1) Compensation, including merit or promotion increases, that exceeds the prevailing compensation paid to personnel performing comparable work in the cooperating country;
 - 2) Payment of compensation to TCN and CCN employees in other than the currency of the local country;
 - 3) Allowances and Differentials;
- b. Unless otherwise approved by the Contracting Officer, the maximum prevailing compensation will be the same as the maximum salary under the Mission Local Compensation Plan.
- c. The Contracting Officer will only determine the above costs to be allowable if and to the extent that the Mission Director approves such exceptions, and also subject to the usual considerations of reasonableness and allocability to the contract.
- d. Even if the contract ceiling price is based on a cost proposal that estimated such payments, a specific allowability determination from the Contracting Officer is required in order for such costs to be reimbursed under the contract."

H.6 AIDAR 752.225-70 SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS (FEB 1997)

1. Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this Contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR Part 228, "Rules on Source, Origin, and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 with Indonesia unless otherwise specified in the schedule of this Contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

2. Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this Contract:
 - (a) Military equipment,
 - (b) Surveillance equipment,
 - (c) Commodities and services for support of police and other law enforcement activities,
 - (d) Abortion equipment and services,
 - (e) Luxury goods and gambling equipment, or
 - (f) Weather modification equipment.
3. Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Mission Director:
 - (a) Agricultural commodities,
 - (b) Motor vehicles,
 - (c) Pharmaceuticals and contraceptive items,
 - (d) Pesticides,
 - (e) Fertilizer,
 - (f) Used equipment, or
 - (g) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this Contract without the prior written authorization of the Contracting Officer and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.7 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.8 INSURANCE AND SERVICES

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Proctor
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

- (b) USAID does not currently have a contract with a MEDEVAC service provider despite the language stated in AIDAR 752.228-70(a). Therefore, the Contractor is responsible for providing medical evacuation coverage for their employees. The following State Department website, www.state.gov/m/dghr/flo/24051.htm, provides possible sources for which MEDEVAC may be obtained. USAID does not specifically endorse any of the listed sources. Medevac services costs are allowable as a direct cost.

H.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 with Indonesia. Procurement of goods and services from the host country are permitted in accordance with 22 CFR 228.40 and ADS Chapter 311. Please refer to Section H.3 for more information.

H.10 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources: [to be proposed the offeror]

H.11 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.12 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have the necessary language proficiency to perform technical services.

H.13 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.14 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

H.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences <http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>) or as approved by the CTO.

H.16 REPORTING OF FOREIGN TAXES

- (a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: USAID/Indonesia Office of Financial Management, American Embassy Jakarta, Jl. Medan Merdeka Selatan 3-5, Jakarta; Indonesia 10110
- (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.17 USAID DISABILITY POLICY - Acquisition (December 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with

disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

- (b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	

752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)

(a) As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its

application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 5 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your

rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this

contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 52.232-25 PROMPT PAYMENT (FEB 2002)
ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
 - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

- (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

- (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
 - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
 - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
 - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or

- services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
 - (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
 - (7) Additional interest penalty.
 - (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
 - (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
 - (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) If there is no postmark or the postmark is illegible--
 - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
 - (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
 - (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--
 - (1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;
 - (2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and
 - (3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://arnet.gov/far/>

I.6 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.7 COMMUNICATIONS PRODUCTS (OCT 1994)

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
 - (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

**I.8 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES
(OCTOBER 1998)**

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

I.9 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> ; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.

- (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1) (i) If a Contractor has legally changed its business name, ``doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT
NUMBER

TITLE

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 5 - ANNEXES TO STATEMENT OF WORK

ATTACHMENT 6 - CONGRESSIONAL DIRECTIVES

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate,

complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.6 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[End of Section K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee completion contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
 USAID/Indonesia Office of Procurement
 American Embassy Jakarta
 Jl. Medan Merdeka Selatan 3-5
 Jakarta; Indonesia 10110

Mailing Address:
 USAID/Indonesia Office of Procurement
 American Embassy Jakarta
 Unit 8135 USAID
 FPO AP 96520-8135

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://arnet.gov/far/>

L.5 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror should submit the proposal either
 - (i) via regular mail - sending one original and five paper copies of a technical proposal and one original and one copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or
 - (ii) hand delivery (including commercial courier) of one original and five paper copies of a technical proposal and one original and two copies of a cost proposal to the issuing office.
 - (iii) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.
- (b) Submission of Alternate Proposals
All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.
- (c) If an Offeror does not understand the instructions in this Solicitation, then it should write to the contracting officer for clarification sufficiently in advance of the deadline for the receipt of questions in order to obtain an answer.
- (d) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

- (e) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.
- (f) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

L.6 DELIVERY INSTRUCTIONS

Proposals submitted in response to this RFP will be received as described below.

- (a) Questions in response to this solicitation should be received in writing via e-mail only to **rfp06_018@usaid.gov or facsimile (62 21) 3483-0222 by September 15, 2006, 16:00 hours local Jakarta time. No questions will be accepted after this date.**
- (b) Closing Date and Time. All proposals in response to this RFP shall be due at the below address, **not later than 15:00 hours on October 17, 2006 Jakarta time.**

The submission of proposals electronically via e-mail or facsimile IS NOT AUTHORIZED for this procurement.

- (c) The information requested below must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: Indonesia-06-018 **Orangutan Conservation Services Program:**

Technical and Cost/Business Proposals must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

- (d) Number of copies. An original and five (5) copies of the Technical Proposal are required. An original and one (1) copy of the Cost/Business Proposal are required.
- (e) Mailing Addresses. Proposals shall be delivered to the following addresses:

Hand-Carried or via Courier Service

USAID/Indonesia Office of Procurement
American Embassy Jakarta
Jl. Medan Merdeka Selatan 3-5
Jakarta 10110
Indonesia

Attention: Mr. William E. Reynolds
Supervisory Contracting Office

L.7 GENERAL INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

USAID will consider only applications conforming to the structural format prescribed below. Proposals must be submitted no later than the date and time indicated on the cover page of this RFP. Applications which are submitted late or are incomplete run the risk of not being considered in the review process. Offerors should retain for their records a copy of the proposal and all enclosures that accompany it. Erasures or other changes must be initialed by the person signing the proposal.

Technical Proposal. The Technical Proposal shall contain the following sections: cover page; executive summary; program design and management narrative; and annexes, consisting of information on the Offeror, the proposed team, institutional capacity and past performance references. Page limitations are specified below for each section; applications must be on 8-1/2 by 11 inch paper, (210mm by 297mm paper), single spaced, 10 pitch type or larger, and have at least one inch margins on the top, bottom and both sides.

Cover Page: A single (one) page with the names of the organizations/institutions involved in the proposal. Proposed alliance/consortia members and any sub-awardees are to be listed separately in an annex, including a brief narrative describing the unique capacities/ skills being brought to the program by each. The Cover Page should include information about a contact person for the prime Offeror, including this individual's name (both typed and his/her signature), title or position with the organization/institution, address and telephone and fax numbers. Offerors are to acknowledge whether the contact person is the person with authority to contract for the Offeror, and if not, that person should also be listed.

Executive Summary: The Summary shall not exceed two pages and should summarize the key elements of the Offeror's strategy, approach and implementation plan.

Program Design and Management Narrative: In twenty (25) pages or less (including graphs, charts, tables, etc, but excluding the Cover Page, Executive Summary and any Annexes), Offeror are required to describe the proposed program and are also required to address the following elements:

1. Offerors must demonstrate compliance with Congressional directives (see Annex);
2. Offerors shall prioritize key populations and their corresponding habitat areas in their proposals as well as include an initial threat analysis for each proposed target population using readily available data;
3. Offerors shall draw on existing site conservation plans developed by a relevant management authority or partner;
4. Offerors shall propose sites based on criteria described in Section IIB, and shall include analysis and justification explicitly addressed to each criterion. An Offeror's program

approach must be results-oriented with clear objectives, include appropriately designed interventions to meet those objectives, and include a support monitoring system to allow timely programmatic corrections as needed;

5. Offerors' approach must demonstrate the ability of the program to deliver rapid start-up and implementation;
6. Offerors should describe how, given limited financial resources, they will apply appropriate levels of effort to each of the four components based on likelihood of success within the project period;
7. Offerors must propose appropriate levels of effort at the macro and local levels in order to achieve maximum impact given limited available resources. Offerors must describe their strategies for addressing issues such as land-use planning and policy, forestry impacts and practices, enforcement, and corruption. At the more localized level, the Offerors must describe how they will address threats such as agricultural encroachment, conflict over boundary disputes, land use planning and policy, hunting and illegal logging practices in protected areas and/or forest concessions as appropriate to the site;
8. Offerors must address how their proposed program will include communities residing in and around protected area boundaries as important partners in law enforcement;
9. Offerors must address potential opportunities to effectively address law enforcement issues at the national level given resources available;
10. Offerors should consider potential opportunities to collaborate with the U.S. Department of Justice International Criminal Investigative Training Assistance Program (ICITAP), USAID's technical assistance and training to judges and staff members of the Supreme Court, the Constitutional Court, the Anti-Corruption Commission and the Attorney General's Office, and the US Forest Service;
11. Offerors must explain approaches and strategies to liaise and facilitate dialogue and actions from the field to the various levels in the government of Indonesia and should also explain how they will coordinate existing efforts as well as identify new partners to fill gaps;
12. Offerors must explain their approaches and strategies to leverage additional financial resources, including the development of alliances with the private sector, to achieve sustainable financing for orangutan conservation;
13. Offerors must describe outreach approaches and strategies that can 1) be directly linked to desired behavior change among target audiences, and 2) will result in an increase in the level of financial and/or political support to the selected sites;
14. Offerors must propose activities that are tailored to specific threats facing each of the proposed sites;
15. Offerors will identify quick start activities in the proposals that are high priority and can begin even while the workplan is being developed;
16. Site-specific indicators illustrating threat reduction shall be proposed by the Offeror

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention

to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The offeror shall provide a detailed budget for each line item of cost. The offeror's cost proposal must outline the roles and responsibilities of project staff vis-à-vis budgeting, monitoring, and reporting on the financial status of the project as well as how the program will track costs incurred, including costs for labor, equipment, supplies, and facilities, must also be described. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost.

Section B through J of the solicitation will become the contract, with blanks completed by the Contracting Officer based on the successful proposal.

- (a) Part 1 - Standard Form (SF) 33 The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.
- (b) Part 2 - Proposed Costs/Prices
 - (1) Offerors shall provide a complete budget by cost element. The estimated cost, including fee, must not exceed \$8,000,000 for the entire three year activity. Revealing the cost range for the contract does not mean that offerors should necessarily strive to meet the maximum amount. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach. Cost proposals shall be evaluated as part of best value determination for contract.

Supporting information should be provided in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract, e.g., salaries, fringe benefits, overhead, other direct costs (supplies, equipment, travel, transportation, per diem amounts, airfares, destination and number of trips, taxis, and car rentals and vehicle purchases, rent, and domestic and international communications), TCN/CCN labor costs, general and administrative, and fixed fee. The fixed fee proposed should include the rationale for the proposed amount of fixed fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The cost and pricing information shall include the basis of each and every cost (i.e., current salaries, vendor quotes, market surveys, historical experience, etc.) and should describe any significant assumptions or uncertainties such as annual inflation factors and proposed salary increases. Lastly, the offeror shall propose an annual salary increase to be inserted in H.4 (d).

Supporting information should be provided in sufficient detail to allow a complete analysis for cost reasonableness and realism of each line item cost. This is to include a complete

breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract. Accordingly, a summary budget and detailed budget breakdowns should be prepared.

Illustrative

Cost Elements	Year 1	Year 2	Year 3	TOTAL COST (through September 30, 2009)
1. Salaries & Wages	\$	\$	\$	\$
2. Fringe Benefits				
3. Overhead				
4. Consultants				
5. Travel, Transportation and Per Diem				
6. Overseas Allowances				
7. Equipment				
8. Computer				
9. Other Direct Cost				
10. Subcontracts				
11. Subgrants				
12. Special Projects				
13. G&A				
14. Total Estimated Cost	\$	\$	\$	\$
15. Total Fixed Fee				
16. Total Cost plus Fixed Fee	\$	\$	\$	\$

(2) Indirect Cost Information

- (i) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- (ii) If the Offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.
- (iii) Proposed ceilings on indirect costs, if any [See USAID Contract Information Bulletin No. 92-17].

- (c) Part 3 - Representations, Certifications, and Other Statements of Offerors: The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.
- (d) Part 4 - Policies and Procedures. If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc..
- (e) Part 5 - Subcontracting Plan
Unless the Offeror is a small business concern, the Offeror must include its small business and small disadvantaged business subcontracting plan, as required by the provision of this solicitation entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-9). The plan must contain all of the information required by paragraph (d) of said provision. NOTE: For the purposes of the small business and small disadvantaged business subcontracting plan, individuals acting as independent consultants are considered to be subcontractors, and are also considered to be small businesses if they meet the small business size standard set forth in Section K. Individual consultants who are Black Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1 are considered to be small disadvantaged businesses if they meet the small business size standard set forth in Section K.
- (f) Part 6 - Joint Venture Information. If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.
- (g) Part 7 - Evidence of Responsibility. The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
 - (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
 - (4) Have a satisfactory record of integrity and business ethics;
 - (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
 - (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
 - (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).
- (h) Part 8 - Letters of Commitment (Subcontractors). The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.
- (i) Part 9 - Information to Support Consent to Major Subcontractors. The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.
- (j) Part 10 - Information Concerning Work-Day, Work-Week, and Paid Absences
- (1) The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be recovered.
 - (2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their work day and work week policies.
 - (3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 COMPLIANCE WITH CONGRESSIONAL DIRECTIVE**

The offeror is required to demonstrate whether or not they are able to comply with the Congressional Directive. An offeror's proposal will first be reviewed for this mandatory compliance. If the offeror's proposal is determined not to be able to be in compliance, they will be determined to be non-responsive and no further review of their proposal will be undertaken.

M.2 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

M.3 EVALUATION FACTORS FOR CONTRACT AWARD**A. Evaluation**

Technical, cost and other factors will be evaluated relative to each other, using the criteria described below in their relative order of importance. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters that offerors should address in their proposals

Technical Evaluation Criteria

1. Personnel	35points
2. Technical and Program-Specific Management Approach	35 points
3. Institutional Capability	20 points
4. Past Performance	<u>10 points</u>
Total:	100 points

While cost/price is an important evaluation factor in contract award, technical evaluation factors are considered significantly more important than cost or price. Cost realism, reasonableness, and proposed subcontracting with Small Disadvantaged Businesses and Women-Owned Small Businesses, will however be important criteria and may be the determining factor in the event that those Offerors receiving the highest ratings are closely ranked. As such, the overall technical and cost evaluations shall be carefully considered in determining the best value to the U.S. Government.

B. Elaboration of Technical Criteria**Personnel (35 points)**

- Appropriateness of the technical positions (long and short term);
- Qualifications and relevant experience of proposed long-term professional personnel, both expatriate and Indonesian. Individuals proposed will be evaluated for their demonstrated ability to achieve project objectives, education and prior work experience; technical and management skills. Experience working on technical assistance projects in Indonesia and knowledge of the Indonesian language will be valued but not required.

Technical and Program-Specific Management Approach (35 points)

- Clear articulation of how the Offeror's program addresses the components described in section "L.7 Program Design and Management Narrative", with an emphasis on specific yearly targets, innovative approaches, and strategies for program implementation and sustainability.

Institutional Capability (20 points)

- Ability of the program to deliver rapid start-up and implementation
- Clarity of organizational and management plan including planned interactions and partnerships with local organizations and institutions to achieve expected results;
- Effectiveness of proposed management systems, including subcontracting, grants, financial management, staffing and program reporting.

Past Performance (10 points)

- Demonstrated success in providing similar services on past contracts, including satisfaction of past clients with the Offeror's services and/or products;
- Demonstrated ability to recruit and retain qualified U.S., local and expatriate professional staff;
- Demonstrated ability to establish and maintain an extensive operation involving U.S., expatriate and local staff in a developing country;
- Demonstrated ability to successfully provide managerial and technical back-stopping for a requirement of this size and complexity.

M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

- (a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive

discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

- (b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.5 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

M6.SOURCE SELECTION

This procurement utilizes the best value process set forth in FAR 15.101-1. Although Technical considerations are significantly more important than price, the closer the Offerors' prices are to one another, the more important technical evaluation factors will become. Therefore, the technical evaluation may become a determinant factor in making award. If the Contracting Officer determines that competing Technical Proposals are essentially equal, then price factors may become the determining factor in source selection. Therefore, the Contracting Officer may award the Contract to a higher-priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional price.

[END OF SECTION M]

ATTACHMENT 1**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name			
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract		
			6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment							
12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.							
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
				From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)							
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
				From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.							
Signature of Employee					Date		
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)							
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.							
Signature of Contractor's Representative					Date		

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE		2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD		3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR QUARTER DATE OF LAST REPORT	
4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known:		
6. Federal Department/Agency Congressional District, if known:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number if known:			9. Award Amount if known:		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 5

ANNEXES – BACKGROUND TO THE STATEMENT OF WORK

A. USAID Mission Strategic Objectives

The United States is committed to helping developing countries maintain biological diversity; a critical component of sustainable development. Protecting the structure, diversity, and integrity of natural forest ecosystem and promoting the conservation of forest habitats which are also critical to orangutan conservation, are important aspects of that commitment. In 2003, the United States Presidential Initiative Against Illegal Logging was announced. Its goals are to support the rule of law, empower local communities for forest management, monitor forest resources and to utilize market forces for conservation. Recognizing the role that illegal logging plays in the destruction of orangutan habitats, orangutan conservation has been an important component of the President's initiative supported by USAID/Indonesia, since the Initiatives beginning. The United States Congress also recognizes that the continued destruction of habitats in Kalimantan and Sumatra can lead to the species' extinction and advocates the prevention of illegal logging as a priority US policy.

Indonesia has been transitioning from 45 years of authoritarian rule to a democracy guided by rule of law. Under President Yudhoyono's strong leadership, the Government of Indonesia is actively pursuing the fight against corruption, has become an even stronger partner of the United States in the global war on terrorism and is working hard to provide a better future for its people. In response to these changes, USAID/Indonesia is pursuing a new, five-year strategy for Strengthening a Moderate, Stable and Productive Indonesia. USAID/Indonesia will be implementing this strategy organized around four major program areas or strategic objectives (SOs) and one special objective (SpO):

- 1) Improved Quality of Decentralized Basic Education,
- 2) Higher Quality Basic Human Services,
- 3) Effective Democratic and Decentralized Governance,
- 4) Effective Systems of Economic Governance, and
- 5) Maintaining Healthy Ecosystems (SpO).

1. *Decentralized Basic Education*: supports a decentralized effort for quality education, encourage the Indonesian government to increase its investment in education, support Indonesia's democratic transition, and expand an educated workforce that will promote international investment and stability. Expected results of the program include: local government and communities more effectively manage education services, enhanced quality of teaching and learning improves students' performance in key subjects, and youth gain more relevant life and work skills to better compete for the jobs.

2. *Basic Human Services and the Environmental Services Program*: The Mission strategic objective, "Higher Quality Basic Human Services Utilized" (BHS) focuses on the interdependence of human health and the environment. To achieve this objective, USAID is increasing access and utilization of key health and environmental services at the district level to particularly benefit the underserved. An emphasis is to build the capacity of local governments to deliver these services. Using this integrated approach, USAID activities are working to improve the quality of three basic human services: water, food/nutrition, and health. Activities include: health and hygiene for vulnerable women and children; better nutrition; access to safe water and sanitation; sustainable management of natural resources and biodiversity conservation; family planning and reproductive health systems; infectious disease reduction; HIV/AIDS prevention among at-risk populations; and polio and avian influenza surveillance and other prevention/eradication efforts. USAID believes that an integrated, core package of activities, designed to address conditions at

the district level, will result in tangible improvements in the lives of Indonesians and the conservation of its ecosystems and biodiversity.

The BHS Strategic Objective is supported by three intermediate results:

- Governments, communities and the private sector mobilized to advocate for improved health, water, and sanitation services;
- Essential services delivered effectively at the local level; and,
- Improved practices and behaviors adopted at the community and household levels.

3. *Effective Democratic and Decentralized Governance*: supports activities for a stable, moderate and democratic Indonesia. The strategic objectives for these sectors are “effective democratic and decentralized governance” and “effective systems of economic governance to increase trade and investment and drive new job creation.” Program activities include training and technical assistance to strengthen municipal governance and select national government institutions; promote opportunities for citizen engagement with locally and nationally elected officials; reinforce a democratic legal framework through legislative drafting aid; and advance pluralism, gender equity and the peaceful resolution of conflict.

4. *Effective Systems of Economic Governance*: promotes growth, trade, investment and jobs by supporting financial sector stability, strengthening executive and judicial branch institutions and improving the investment and business climates. The program provides technical assistance to support financial sector stability, sound debt management, and effective fiscal planning. The program also provides training and information technology equipment to government agencies engaged in the detection and prosecution of corruption and financial crimes. While the principal counterpart is the GOI’s Financial Intelligence Unit, USAID works with all major anti-corruption agencies, including provision of technical assistance, training, caseload management advice and IT assistance to the Commercial and Anti-Corruption courts. Additionally, the program delivers production, processing and marketing technical assistance to farmers, wholesalers, retailers and exporters of high-value tropical crops to drive revenues, trade, and household (farmer/producer) incomes higher.

5. *Healthy Ecosystems Special Objective (SpO)*: Integrated within the BHS strategic objective is the healthy ecosystems special objective to improve sustainable management of natural resources and biodiversity conservation. Activities support critical linkages between maintaining healthy ecosystems, and the provision of key basic human services such as clean water, food security, and income. USAID focuses its interventions on protecting areas of high biodiversity conservation value and specifically targets the protection and rehabilitation of critical ecological processes and functions to stabilize and improve the supply of water to urban and peri-urban population centers through the promotion of sustainable land use practices. This program includes activities targeting the protection of orangutans and combating illegal logging.

B. Key USAID Activities And Current Program Implementers

Since 2001, USAID/Indonesia has been implementing an Orangutan Habitat Conservation Program in response to a Congressional Directive. Programs funded include conservation and alternative livelihood activities in Tanjung Puting National Park, the Berau Peninsula of East Kalimantan, and the Sebangau Swamp of Central Kalimantan. In 2004, USAID issued a Request for Applications for orangutan habitat conservation. Its objectives were to support activities that improve the livelihoods of natural resource stakeholders through appropriate technology and sustainable market-oriented activities. In East Timor, the Nature Conservancy and World Education are conserving orangutans and their habitats by building

local capacity for sustainable management and assisting communities with improving their livelihoods through compatible economic development such as agroforestry and farmer field schools. Conservation International (CI) is working in Batang Toru, Sumatra to enforce laws and to establish this orangutan habitat as a protected area. The World Agroforestry Center (ICRAF) is partnering with CI to improve community livelihoods. In Tanjung Puting National Park, The Orangutan Foundation and World Education are working to conserve orangutans and their habitats by increasing patrolling of the National Park, organizing multi-stakeholder forums and improving community agriculture.

Environmental Services Program (ESP) implemented by Development Alternatives, Inc (DAI) at the national and provincial levels to ensure the success of decentralized approaches to basic human service delivery. The Program provides technical assistance to local governments and relevant agencies such as the Ministries of Forestry, Planning and Environment to strengthen their ability to develop and implement watershed management. It supports communities to promote agro-forestry in areas where watersheds are badly degraded due to deforestation and the resolution of land tenure and access conflicts that provide disincentives for community-level reforestation and agro-forestry investments. To support local level action, interventions are complemented by supporting investments at the national and provincial levels as appropriate to help coordinate management of services and systems at larger geographic scales, transfer lessons learned, apply standards and guidelines and monitor progress.

The Global Development Alliance to Promote Forest Certification and to Combat Illegal Logging in Indonesia: is implemented under the coordinating leadership of the Nature Conservancy (TNC) and World Wide Fund for Nature (WWF). The alliance partners are working to: (1) promote the sustainable harvest of forests in Indonesia; (2) develop a timber tracking system that identifies legally sourced wood; (3) link legal and sustainable wood products to international buyers in major markets in the United States, United Kingdom, Japan, and China; (4) reduce investment in companies engaged in destructive or illegal logging practices in Indonesia; and (5) provide information needed by international banks, investors, and other financial institutions to avoid financing companies engaged in unsustainable or illegal forest harvesting.

Timber for Aceh Alliance to provide sustainable wood products for Aceh's reconstruction. The alliance partners include the WWF, Conservation International and the American Forests and Paper Association. The alliance is bringing containers of donated wood to Aceh to prevent the increased destruction and illegal logging of Aceh's forests.

Orangutan Habitat Conservation in Berau: In March 2005 the U.S. Agency for International Development provided a two year grant to The Nature Conservancy to support Orangutan Habitat Conservation in East Kalimantan. The Conservancy and its partners are protecting orangutan habitat by providing sufficient incentives for maintaining intact large scale forests that contain viable orangutan populations. Specifically, the project focuses on two orangutan habitat areas: the newly designated Lesan River Orangutan Refuge and the Critical Habitat Area in the upper Kelay Watershed. A collaborative management approach is being utilized to bring together key stakeholders, including representatives from government, the academic and private sectors, and communities to work together in achieving a common vision on how these areas should best be managed.

Orangutan Habitat Conservation II: Expanding and Deepening Integrated Conservation and Development Efforts to Protect Tanjung Putting National Park and the Resident Orangutan: World Education, Inc. and the Orangutan Foundation International (through its local foundation Yayasan Orangutan Indonesia) have partnered to protect Tanjung Puting National Park. The project is engaged in patrolling and monitoring, training, water quality monitoring, and park border demarcation and enforcement, improving local and regional multi-stakeholder planning, increasing food security and improving livelihoods for communities impacting the park.

Development of Collaborative Orangutan Habitat Protection in Batang Toru Watershed, North Sumatra: Conservation International (CI) currently implements this program, the objectives of which are to conserve the habitat of Sumatran orangutans by working with local partners, government, NGOs, and local communities. The project works with local government, communities and NGOs on spatial planning. Local communities are engaged in development of alternative livelihoods by assessing the benefits of non-timber forest products, and programs are developed that optimize value of non-timber forest products. Project teams also work with the private sector (HPHs) to influence decisions to avoiding harvesting of high-value conservation forests to preserve orangutan habitat.

Life On The Edge – Conserving Biodiversity And Rebuilding Livelihoods In The Wake Of Natural Disaster And Human Conflict. This program is looking at how to develop partnerships with a broad range of partners post conflict and disaster to better integrate biodiversity concerns into relief and development programs. Flora and Fauna International (FFI) has been working in Indonesia in Aceh Province for at least six years and was on the ground working at the time of the tsunami.

GreenCom. The 2002-2004 program was a collaborative effort between USAID and several NGOs (e.g. Telapak Indonesia, the Kemala Foundation and WWF Indonesia) to fight illegal logging. GreenCom work with INFORM, a local NGO consortium that included Conservation International, TNC, and WWF on an integrated media campaign against illegal logging.

KEHATI. A ten-year Cooperative Agreement between Yayasan KEHATI and USAID to create an endowment for biodiversity management in Indonesia ended on March 29, 2005. KEHATI is now an independent, not-for-profit civil society organization that uses the USAID endowment to award grants to save the rapid losses of biodiversity resources in Indonesia.

Wildlife Enforcement Network. The United States Government through the State Department and USAID's Regional Development Mission for Asia are supporting the NGOs WildAid and Traffic, International to establish an Asia regional network for wildlife enforcement. Their goal is to reduce the illegal wildlife trade by 2010 through a wildlife law enforcement framework within and between countries in Asia. This network will include national task forces to bring national agencies together to combat illegal wildlife trade. It will also support regional and international wildlife law enforcement cooperation and coordination between countries.

ATTACHMENT 6

CONGRESSIONAL DIRECTIVE

Calendar No. 512

109TH CONGRESS } 2d Session }	SENATE	{ REPORT 109-277
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DEPARTMENT OF STATE, FOREIGN OPERATIONS, AND
RELATED PROGRAMS APPROPRIATIONS BILL, 2007

JULY 10, 2006.—Ordered to be printed

Mr. McCONNELL, from the Committee on Appropriations,
submitted the following

REPORT

[To accompany H.R. 5522]

The Committee on Appropriations to which was referred the bill (H.R. 5522), making appropriations for foreign operations, export financing, and related programs for the fiscal year ending September 30, 2007, and for other purposes, reports the same to the Senate with an amendment, and an amendment to the title, and recommends that the bill as amended do pass.

Amounts in new budget authority

Total of bill as reported to the Senate	\$31,503,599,000
Amount of 2006 appropriations	34,310,268,000
Amount of 2007 budget estimate	33,939,993,000
Amount of House allowance	¹ 31,071,865,000
Bill as recommended to Senate compared to—	
2006 appropriations	–2,806,669,000
2007 budget estimate	–2,436,394,000
House allowance	+431,734,000

¹ Includes \$9,733,905,000 contained in another bill.

Great Apes.—The Committee recommends not less than \$2,000,000 from funds made available for Indonesia under the DA country subaccount for continued support of programs conducted by NGOs, including the Orangutan Foundation and others, to protect the habitat of orangutans in Borneo and Sumatra.

The Committee supports continued funding for programs to protect great apes in Central Africa, including through the U.S. Fish and Wildlife Service and NGOs such as the Jane Goodall Institute, the Dian Fossey Gorilla Fund International and members of the International Gorilla Conservation Program.

Parks in Peril.—The Committee recommends up to \$7,000,000 for the conservation programs of Parks in Peril.

Water.—The Committee recommends not less than \$200,000,000 of the funds appropriated by this act for safe drinking water and sanitation supply projects, to be expended in accordance with Public Law 109-121, the Senator Paul Simon Water for the Poor Act of 2005. The Committee supports establishment of a pilot project regarding new water purification technologies in developing countries, and recommends funding for a program to install solar driven submersible water pumps in Uganda.

The Committee directs USAID to report to the Committee no later than 90 days after enactment of the act on funding and implementation of its water projects, including the number and location of wells drilled, and the average cost per well.

HIGHER EDUCATION, TRAINING, AND WORKFORCE DEVELOPMENT

The Committee recommends at least \$53,330,000 for programs and activities targeted toward higher education, training and workforce development.

Center for Entrepreneurship.—The Committee notes that the budget request does not contain assistance for Croatia. The Committee, however, requests USAID and the State Department to consider a proposal from the Center of Entrepreneurship for a distance learning program for the region.

CHOICE Humanitarian.—The Committee recommends USAID consider and fund proposals from CHOICE Humanitarian to improve the quality of life through education and health projects in Latin America and Africa.

Cooperative Association of States for Scholarships.—The Committee continues to support the CASS program to provide scholarships at American colleges for students from Latin America and elsewhere.

TRADE CAPACITY AND OTHER ECONOMIC GROWTH

The Committee recommends at least \$283,000,000 for trade capacity and other economic growth activities.

Collaborative Research Support Programs.—The Committee recommends at least \$29,773,000 for CRSPs, including for expansion of programs in Africa and South Asia and the creation of a CRSP focused on water issues. This reflects an increase of \$5,000,000 above the budget request.

Commercial Development Programs.—The Committee recommends \$225,000,000 from all accounts in the act for microenterprise development programs for the poor, especially women. The